

**GRANT ADMINISTRATIVE AGREEMENT BETWEEN THE COUNTY OF SANTA
BARBARA
AND THE SANTA BARBARA BOWL FOUNDATION**

THIS AGREEMENT is made and entered into by and between the

**SANTA BARBARA BOWL
FOUNDATION**, a 501c3 nonprofit
organization, herein-after referred to as
"BOWL";

and

COUNTY OF SANTA BARBARA
a political subdivision of the State of
California, hereinafter referred to as
"COUNTY."

WITNESSETH:

Whereas, COUNTY through its Office of Arts and Culture, hereinafter referred to as "COUNTY", coordinates, administers funds, and provides other assistance to arts programs throughout the County of Santa Barbara for the benefit of residents and visitors, and

Whereas, BOWL administers funds, providing essential support and resources to performing arts organizations and performing arts programs for K-12 youth in-school, out-of-school, during school and after school, and

Whereas, BOWL wishes to obtain the support services of COUNTY in administering a performing arts grant program and COUNTY is willing and able to provide such services.

In consideration of the mutual promises set forth herein, and other consideration, the sufficiency and receipt of which are hereby acknowledged, it is hereby agreed as follows:

1. TERM

This Agreement commences on the date executed by all parties to be effective on September 1, 2021 and shall terminate on December 31, 2021 unless sooner terminated as provided herein.

2. DUTIES

COUNTY shall administer the Santa Barbara Bowl's Fall grant cycle for granting funds to local performing arts organizations for arts education programs in the County of Santa Barbara, as described more fully in Exhibit A: Memo of Understanding, attached

hereto and incorporated by reference.

3. PAYMENT

Subject to the terms and conditions contained herein, BOWL agrees to provide to COUNTY seven thousand, five hundred dollars (\$7,500) for the services under this Agreement.

4. INDEMNIFICATION & HOLD HARMLESS

COUNTY shall defend, indemnify, and hold harmless the BOWL from all claims, demands, damages, costs, expenses, judgments, or liability resulting solely from any negligent act or omission of the COUNTY, its officers, employees, or agents arising out of this Agreement. BOWL shall defend, indemnify, and hold harmless the COUNTY from all claims, demands, damages, costs, expenses, judgments, or liability resulting solely from any negligent act or omission of the BOWL, its officers, elected and appointed officials, employees, or agents arising out of this Agreement.

5. INDEPENDENT CONTRACTOR

The parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint ventures, or associates of one another. The parties intend that an independent contractor relationship will be created by this Agreement. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.

6. SEVERABILITY

If any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

7. ENTIRE AGREEMENT AND AMENDMENT

In conjunction with the matters considered herein, this Agreement contains the entire understanding and agreement of the parties and there have been no promises, representations, agreements, warranties or undertakings by any of the parties, either oral or written, of any character or nature hereafter binding except as set forth herein. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the parties to this Agreement and by no other means. Each party waives their future right to claim, contest or assert that this Agreement was modified, canceled, superseded, or changed by any oral agreements, course of conduct, waiver or estoppel.

8. CALIFORNIA LAW

This Agreement shall be governed by the laws of the State of California. Any litigation regarding this Agreement or its contents shall be filed in the County of Santa Barbara, if in state court, or in the federal district court nearest to Santa Barbara County, if in federal court.

9. EXECUTION OF COUNTERPARTS

This Agreement may be executed in any number of counterparts and each of such counterparts shall for all purposes be deemed to be an original; and all such counterparts, or as any of them as the parties shall preserve undestroyed, shall together constitute.

10. PRECEDENCE

In the event of conflict between the provisions contained in the numbered sections of this Agreement and the provisions contained in the Exhibits, the provisions of the Exhibits shall prevail over those in the numbered sections.

11. OWNERSHIP OF DOCUMENTS

All reports and documents prepared by COUNTY under this Agreement are the property of the BOWL.

12. NOTICES SHALL BE SENT TO THE PARTIES AS FOLLOWS:

To COUNTY: Sarah Rubin, Executive Director
Santa Barbara County Office of Arts and Culture
P.O. Box 2369
Santa Barbara, CA 93120

To BOWL: Rick Boller, Executive Director
Santa Barbara Bowl Foundation
1122 N. Milpas
Santa Barbara, CA 93103

13. ASSIGNMENT

COUNTY shall not assign this Agreement or any part hereto without prior written consent of the BOWL.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be executed on the day and year written below.

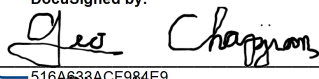
ATTEST:
MONA MIYASATO
CLERK OF THE BOARD

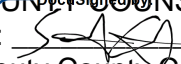
COUNTY OF SANTA BARBARA:

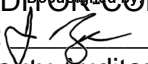
By: _____
Deputy Clerk

By: _____
BOB NELSON
Chair, Board of Supervisors

RECOMMENDED FOR APPROVAL
COMMUNITY SERVICES DEPARTMENT

DocuSigned by:

By: _____
516A832ACF984E9
George Chaplian
Director, Community Services Dept.

APPROVED AS TO FORM:
RACHEL VAN MULLEM
COUNTY COUNSEL
BY:  _____
Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:
BETSY SCHAFFER, CPA
AUDITOR CONTROLLER
BY:  _____
Deputy Auditor Controller

APPROVED AS TO FORM:
RAY AROMATORIO
RISK MANAGEMENT
DocuSigned by:

BY: _____
D3DB8526E16F47F...
Risk Manager

ATTEST:
SANTA BARBARA BOWL FOUNDATION

By: _____
Rick Boller
Executive Director, Santa Barbara Bowl Foundation

EXHIBIT A
Memorandum of Understanding

Santa Barbara County Office of Arts and Culture
Grant Administration for the Santa Barbara Bowl Foundation

The Santa Barbara Bowl Foundation will enter into an agreement with the Santa Barbara County Office of Arts and Culture to provide administrative support for the Fall 2021 Performing Arts Outreach Grant Program, which provides funding to youth performing arts organizations serving Santa Barbara County. In this process, the Office of Arts and Culture will work with Bowl staff, Bowl-designated Outreach Committee Members and Grant Reviewers, and Applicants to help facilitate a successful program. All award determinations will be made by the Bowl Foundation and its Outreach Committee; all payment to grantees will be disbursed by Bowl.

Parties: Santa Barbara County Office of Arts and Culture (“County”) and Santa Barbara Bowl Foundation (“Bowl”)

Date of Services: 9/01/21 to 12/31/21

Cost of Services: \$7,500 payable at conclusion of services

Scope of Services:

Santa Barbara County Office of Arts and Culture

- Meet with Bowl staff for overview of Bowl grant process and Survey Monkey form
- Review & finalize existing grant application in Survey Monkey
- Send notification of grant application opening to past grantees via Survey Monkey
- Publish grant application to go live in Survey Monkey no later than 9/15/21
- Provide consulting and advising with potential grantees during the grant process up until grant notifications are sent
- Provide consulting and advising for Bowl Outreach Committee members on review process; facilitate Survey Monkey reviewer tutorial if necessary; interface with Bowl Outreach Committee as necessary
- Share deadline to receive incoming grant applications: 10/22/21
- Ensure all applicants passed to the Bowl Outreach Committee are eligible as “youth performing arts organizations serving Santa Barbara County”
- Ensure all applicants submit W-9 and IRS proof of nonprofit status
- Distribute grant applications received via Survey Monkey to Bowl Outreach Committee for review no later than 11/1/21.
- Communicate with Bowl Outreach Committee to support grant review completed in Survey Monkey no later than 11/8/21
- Prepare spreadsheet of grant applications using Bowl template or similar, for Bowl Outreach Committee’s use in review
- Facilitate Bowl-designated grant panel on 11/11/21
- Send notification of grant awards to grant recipients between 11/22/21 and 12/15/21
- Communicate to grant applicants that were declined for funding
- Coordinate with Bowl staff for confirmation when all checks have been distributed

Santa Barbara Bowl:

- Bowl will provide list of Bowl Outreach Committee members’ contact information for communications regarding reviewing

- Bowl will designate email address COUNTY to use for the purposes of grant correspondence
- Bowl will receive phone calls and will forward related messages to COUNTY for grant-related response
- Participating Bowl Outreach Committee reviewers will complete scoring in Survey Monkey no later than 11/8/21
- Bowl will disburse all payment to grantees
- All follow-up correspondence after grant funding notifications have been sent, including any necessary grant agreements, fund disbursement, and final reporting requirements, will be completed by the Bowl

Miscellaneous:

- Total amount of funding available through grant program to applicants is up to but no greater than \$75,000; however, Bowl retains discretion to award less than the total amount of funding
- Dates listed are subject to revision by mutual written agreement